

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 10-Jan-2012	4. REQUISITION/PURCHASE REQ. NO. N66604-7030-0480-990	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A

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DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-N423
	10B. DATED (SEE ITEM 13) 06-Sep-2007
CAGE CODE 5UTP8	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral: FAR 43.103(a) 'Administrative'

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		Lori A Rosario, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ [REDACTED]	11-Jan-2012	BY /s/Lori A Rosario	11-Jan-2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0338, 4114/V. Hilton, 59C/J. Feirouz

FSC: R706

NUWCDIVNPT Control #: 115282

NUWCDIVNPT Requisition #(s): N66604-7030-0480-990

NUWCDIVNPT POC: Jessica Brule (See cover page for e-mail address and telephone number.)

The purpose of this modification is to:

1. Update Clause C16S
2. Delete Clause E14S
3. Add FAR Clause 52.246-5
4. Add DFAR Clause 252.246-7000
5. Add Clause HQ E-1-0001
6. Add Clause HQ E-1-0003
7. Add Clause HQ E-1-0007
8. Delete Clause G1S
9. Update Clause G10S
10. Delete Clause G17S
11. Add DFAR Clause 5252.242-9115

SECTION C- Update Clause C16S to current version (NOV 2011).

SECTION E-

1. Delete Clause E14S Inspection and Acceptance of Services (AUG 2005).
2. Add FAR Clause 52.246-5 Inspection of Services Cost Reimbursement (APR 1984).
3. Add DFAR Clause 252.246-7000 Material Inspection and Receiving Report (MAR 2008).
4. Add Clause HQ E-1-0001 Inspection and Acceptance Language for Data.
5. Add Clause HQ E-1-0003 Inspection and Acceptance Language for F.O.B. Destination Deliveries.
6. Add Clause HQ E-1-0007 Inspection and Acceptance Language for LOE Services.

SECTION G -

1. Delete Clause G1S Submission of Invoices Cost Reimbursement (AUG 2005).
2. Revise Clause G10S as follows:
 - 2a. Update Clause G10S to current version (NOV 2011).
 - 2b. To reflect updated information.
3. Delete Clause G17S COR Appointment (JUN 2010).

SECTION H - Add Clause 5252.242-9115 Technical Instructions (APR 1999).

Note: This is a NO COST modification. There is no change to the overall estimated ceiling, and there is no change to the overall amount of funding.

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 TOMIS Support services \$0.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-------------------	-----	------	-----------	-----------	------

1100	Base labor (O&MN, N)					
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110001 Funding (A1) (O&MN, N)

110002 Funding (A3) (O&MN, N)

110003 A3 [REDACTED] (O&MN, N)

110004 A3 \$ [REDACTED] (O&MN, N)

110005 A3 [REDACTED] (O&MN, N)

110006 A3 [REDACTED] (O&MN, N)

1101	Option #1 (O&MN, N)					
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110101 A5 [REDACTED] (O&MN, N)

110102 A4 [REDACTED] (O&MN, N)

110103 A6 [REDACTED] (O&MN, N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3000	ODCs/travel (both prime contractor and subcontractors, including burdens)			\$0.00
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3100	Base period (O&MN, N)	1.0	LO	\$ [REDACTED]
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310001 Funding (A2) (O&MN, N)

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310002 Funding (A3)
(O&MN, N)

310003 A3 [REDACTED]
(O&MN, N)

310004 A3 [REDACTED] 0
(O&MN, N)

3101 Option #1 [REDACTED] [REDACTED] [REDACTED]
(O&MN, N)

310101 A4 [REDACTED]
(O&MN, N)

For Cost Type Items:

4000 TOMIS Support \$0.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4100	Option #2 (O&MN, N)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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410001 A7 [REDACTED]
(O&MN, N)

410002 A8 [REDACTED]
(O&MN, N)

410003 A9 [REDACTED]
(O&MN, N)

410004 A7 [REDACTED]
(O&MN, N)

410005 B1 [REDACTED]
(O&MN, N)

410006 B2 [REDACTED]
(O&MN, N)

4101	Option #3 (O&MN, N)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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410101 B3 [REDACTED]
(O&MN, N)

410102 B4 [REDACTED]
(O&MN, N)

410103 B5 [REDACTED]
(O&MN, N)

410104 B6 [REDACTED]
(O&MN, N)

4102	Option #4 (O&MN, N) Option	0.0	LH	\$0.00	\$0.00	\$0.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODCs/travel (prime and subcontractors, including burdens)			\$0.00
6100	Option #2 (O&MN, N)	██	██	██████████
610001	A7 \$██████████ (O&MN, N)			
6101	Option #3 (O&MN, N)	██	██	██████████
610101	B3 ██████████ (O&MN, N)			
6102	Option #4 (O&MN, N) Option	██	██	██████████

B30S LEVEL OF EFFORT - TERM (MAR 2010)

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

Item	Manhours		Total Hours
	Contractor Site	Government Site	
Base	██	██	██
Option 1	██	██	██
Option 2	██	██	6
Option 3	██	██	6
Option 4	0	0	0
		Total	██

The term of each CLIN is defined in section F of the task order.

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

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As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the base period and each exercised option, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man -hours of direct labor expended;

(2) A breakdown of this total showing the number of man -hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;

(3) The Contractor's estimate of the total allowable cost incurred under the task order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

Option No.	Exercise Date - No Later Than
1	31-Dec-08
2	31-Dec-09
3	31-Dec-10
4	31-Dec-11

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

(b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1 BACKGROUND

The Missiles/Precision Strike Division of the Platform and Payload Integration Department is responsible for effective and economical support of missile systems and equipment throughout their life cycle. That responsibility includes all aspects of development and support of information systems (including the Tomahawk Information System (TOMIS)), under the cognizance of the Software Engineering Branch (Code 4113). TOMIS itself is not an application, but represents a collection of applications that facilitate the management of the Tomahawk program. TOMIS may be graphically illustrated by an umbrella with all of its applications underneath. Presently, TOMIS consists of the following applications:

- a. **Action Item Tracking System (AITS)** – Web based action item tracking system.
- b. **All Up Round program (AUR)** - Tracks the as-built and as-maintained configuration of missiles.
- c. **Budget System** – Budget requests are entered by multiple activities, reviewed and approved on-line by the sponsor (PMA-280).
- d. **Classified Tomahawk Information System (CTOMIS)** – Tracks configuration, condition and location of missiles. Used by management to plan out-year maintenance and refurbishment scheduling.
- e. **Configuration Control Board (CCB)** – On-line tool that facilitates the CCB process with on-line status and approval of changes.
- f. **Depot Induction System** – Web based system which replaces paper-based process of generating and sending Maintenance Notifications (MNs).
- g. **Inventory Profile Analysis Tool (IPAT)** – Planning tool that allows for “what if” planning for part life and recertification interval questions.
- h. **Change Request Tracking System (CRTS)** – Automates change requests to technical manuals.
- i. **Electronic Capsule Deficiency Report system (ECDR)** – On-line recording of failures/defects related to the capsule. Tracks issues to resolution and disposition, and reports repairs made to specific parts.
- j. **Electronic Cruise Missile Failure Report System (ECMFR)** – Allows Intermediate Maintenance Activities (IMAs), field activities and In-Service Engineering Agents (ISEAs), on-line recording of problems with AURs and support equipment in the fleet. Tracks failures/defects to resolution.
- k. **Fleet Support Site** – Provides fleet and shore based personnel with latest Tomahawk information available including supply support, support and test equipment, interactive courseware, and Tomahawk POCs.
- l. **Fleet Trouble Review Board System (FTRB)** – On-line status and approval of fleet problems reported to the submarine ISEAs. Failures are tracked through to resolution.
- m. **Hardware/Software Request System (HSR)** – Tracks change requests and is used for configuration control for all TOMIS applications. Tool provides on-line status and facilitates the approval process.
- n. **Personnel Data System** – Sponsor (PMA-280) personnel data is available on-line in real time.
- o. **Product Assurance Database System (PADS)** – Tracks quality and failure data from the fleet, ISEAs, and the depot.
- p. **Product Baseline Program (PBP)** – Used to manage the as-designed data, engineering change status of Engineering Change Proposals (ECPs), Deviations/Waivers (D/Ws), Technical Directives (TDs), and to generate technical data packages.
- q. **Query Tool (Q-Tool)** – Ad-hoc query tool used to query TOMIS databases.
- r. **Technical Support System (TSS)** – Used to track technical support issues from the TOMIS user community to final resolution.
- s. **Tomahawk Data Retrieval System (TDRS)** – Used by multiple TOMIS applications for storage and retrieval of information including management data, engineering drawings, ECPs, D/W, Program

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- Management Review (PMR) briefs and TDs. Personal and shared storage is also available.
- t. **TOMIS Account request System (TARS)** – Used to submit, manage, and approve TOMIS user account requests on-line.
 - u. **Waterfall Charts** – Assists in planning depot inductions and missile selection. Draft plans are prepared and approved on-line.
 - v. **Web Missile Breakdown** – Graphically navigate through the missile. Retrieves data from multiple TOMIS databases.

2 SCOPE

The contractor shall perform TOMIS computer programming tasks including designing and developing software applications to support TOMAHAWK missile production as well as developing and maintaining support documentation. The documentation includes software module specifications, user manuals and management plans. The contractor shall perform systems analysis and hardware maintenance tasks as well as developing disaster recovery plans. The contractor shall provide technical support to the TOMIS user community including assisting users in constructing custom database queries using Structured Query Language (SQL) and Q-tool. Technical support tasks also involve researching and rectifying data discrepancies, tracking problem reports and problem resolution, and maintaining system level database records to support user requirements. The contractor shall also perform quality assurance tasks that include developing test plans to support user requirements and testing software applications according to the test plans. The work to be performed under this SOW falls within the scope of paragraphs 3.6 and 3.12 of the basic Seaport-e contract.

3 APPLICABLE DOCUMENTS

The effective issue or revision listed in the Department of Defense Index of Specifications and Standards (DODIS) supplement thereto form a part of this Statement of Work to the extent specified herein.

3.1 Government Specifications and Standards

- a. OPNAVINST 4790.12, DoD Equipment Maintenance Program
- b. DoD Directive 4245.3, Design to Cost
- c. * Application Development and Programming Standards for Tomahawk Information System (CMP PUB-5231-5)
- d. * TOMIS PBP Web Module Specification (CMP PUB 523130-20)
- e. * TOMIS AUR Web Module Specification (CMP PUB 523130-02)
- f. * Management Plan for the TOMAHAWK Information System (TOMIS) (CMP PUB-5231)
- g. * NUWCDIVNPTINST 4860.2A Government Furnished Property (GFP) Accountable to Contractors
- h. * NUWC Code 411 Configuration Management Plan
- i. *Tomahawk Missile Information Data Management Objectives

* These documents will be provided.

4 REQUIREMENTS

The contractor shall perform technical support within the scope of paragraphs 3.6 and 3.12 of the basic Seaport-e contract, and as described in the following tasks:

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4.1 Task A: Technical Support

The contractor shall provide technical support to the TOMIS user community. This shall include: providing support to the users in the operation of TOMIS applications and constructing queries utilizing SQL and Q-Tool to obtain results from any of the TOMIS databases. The contractor shall identify data discrepancies in any TOMIS application and take the appropriate action to resolve the issues that may be causing errors for end users. The contractor shall be responsible for trouble-shooting and resolving application problems. Technical support shall be provided weekdays between 0730 and 1630 Eastern Time.

When the configuration of the missile is modified, the contractor shall update the PBP and AUR databases according to the Technical Directive (TD), Engineering Change Proposal (ECP) or Deviation/Waiver (D/W). The contractor shall be required to post effectivities of TDs, ECPs and D/Ws in the AUR database.

The contractor shall create and maintain records for all user requests in the TOMIS Technical Support System. All resolutions will be annotated in the system. The contractor shall prepare and review documentation including: user manuals, functional, technical and database specifications for new and existing TOMIS applications

4.1.1 Deliveries and Schedule

The contractor shall deliver technical support files in accordance with CDRL A001. Documentation such as user manuals and specifications shall be delivered in accordance with CDRL A003.

4.1.2 Performance Standards

All requests will be initially responded to within 1 hour. Ninety five percent of all calls shall have a final resolution within 48 hours. A record of calls shall be recorded in Technical Support System within 5 days. The contractor shall fully comply with CDRLs A001 and A003. The technical support files, design and support documentation, and web-based help files shall conform to guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraph 3.1.

4.2 Task B: Support Documentation

The contractor shall review existing documents including functional, technical and database specifications, user manuals, management plans, and web-based help files. For each item reviewed, the contractor shall deliver a technical report that recommends new material or changes to make the document/web-based help file up-to-date and accurate. When required by Technical Instructions (TIs), the contractor shall generate first edition documentation or help files. The government will review the contractor's recommendations or first editions and return the technical report/web-based help file with comments for implementation into a final version. The contractor shall make revisions based on the government's comments and deliver the final version.

4.2.1 Deliveries and Schedule

The contractor shall deliver CD-ROMs containing web-based Help Files in accordance with CDRL A002. The contractor shall deliver revisions, first editions and final versions of TOMIS Design and Support Documentation in accordance with CDRL A003.

4.2.2 Performance Standards

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Contractor shall fully comply with CDRLs A002 and A003. The deliverables shall conform to guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraph 3.1.

4.3 Task C: System Analysis

The contractor shall study missile information systems data management objectives (GFI), TOMIS hardware and software configurations to perform system analysis when required. System analysis shall include the analysis of emerging technology, its impact on TOMIS applications, and an implementation plan of action for all affected items. The contractor shall also review proposed changes to system hardware and software for impact to TOMIS performance, security, users, and applications. The contractor shall prepare technical reports documenting the study findings and provide recommendations.

4.3.1 Deliveries and Schedule

The contractor shall deliver a system analysis technical report of the study findings in accordance with CDRL A004.

4.3.2 Performance Standards

Contractor shall fully comply with CDRL A004. The System Analysis Technical Reports conform to guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraph 3.1.

4.4 Task D: Architecture and File Maintenance

The contractor shall maintain the TOMIS architecture. In addition, the contractor shall provide support in the operation and maintenance of the TOMIS computers and related network/communications equipment. This shall include:

- a. Creating/maintaining backup tapes of all TOMIS system and database files on a daily basis.
- b. Monitoring system log files for error messages and problems.
- c. Developing and maintaining system documentation, including disaster recovery plans and operations guides.
- d. Designing and implementing upgrades to the TOMIS servers.
- e. Setup and maintain computer networks, routers, and firewalls.

4.4.1 Deliveries and Schedule

The contractor shall deliver a technical report of the existing TOMIS architecture design, and provide revisions when the architecture is upgraded. Also, disaster recovery plans and operations guides shall be developed and maintained. These documents shall be delivered in accordance with CDRL A003. The contractor shall deliver hardware products in accordance with CDRL A005.

4.4.2 Performance Standards

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Contractor shall fully comply with CDRLs A003 and A005. The hardware maintenance shall conform to guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraph 3.1.

4.5 Task E: Software Development

The contractor shall develop new and maintain existing TOMIS applications. The contractor shall be able to program in the following languages:

- a. VBScript/JavaScript to develop MS Active Server Pages or HTML pages.
- b. Crystal Reports to develop database reports.
- c. SQL to develop database applications.
- d. XSLT in support of data transform and exchange applications.
- e. ColdFusion to develop TOMIS applications.
- f. XML data modeling using DTDs.
- g. XML Schemas in support of Web portal applications.

4.5.1 Deliveries and Schedule

The contractor shall deliver software products in accordance with CDRL A005.

4.5.2 Performance Standards

Contractor shall fully comply with CDRL A005. The system development and maintenance shall conform to guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraph 3.1

4.6 Task F: Quality Assurance

The contractor shall perform quality assurance testing on all TOMIS software programs. In addition, the contractor shall provide quality assurance testing for software modifications that affect the global functionality of TOMIS applications along with full regression testing. This shall include:

- a. Creating/maintaining test plans for all TOMIS applications and global functionality.
- b. Developing comprehensive test scripts to verify the effectiveness of software modifications using the eTester software.
- c. Developing/maintaining comprehensive test scripts for full regression testing using eTester software.
- d. Developing and maintaining test results documentation.

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4.6.1 Deliveries and Schedule

The contractor shall deliver test plans and test scripts in accordance with CDRL A006.

4.6.2 Performance Standards

Contractor shall fully comply with CDRL A006. The quality assurance shall conform to guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraph 3.1.

4.7 Task G: Conferences, Technical Reviews and Meetings

The contractor shall participate as an Integrated Product Team (IPT) member; shall record and disseminate meeting minutes; and shall conduct training sessions for TOMIS users, as required, at user conferences, technical reviews, and other Government-called meetings.

4.7.1 Deliveries and Schedule

The contractor shall deliver meeting minutes in accordance with CDRL A007.

4.7.2 Performance Standards

Contractor shall fully comply with CDRL A007. Conferences, technical reviews and meetings shall conform to guidelines provided in the applicable documents of Section 3.0, including Government Specifications and Standards identified in Paragraph 3.1.

5 Progress Reports

The contractor shall provide Monthly Progress Reports in accordance with C16S, Cost and Performance Reporting (May 2001).

6 Quality Surveillance and Performance Standards

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports and review of deliverables.

Contractor performance will be evaluated based upon how well the services support the overall objectives defined in this Statement of Work. Specifically, performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated using the performance standards identified in the individual task paragraphs. Responsiveness will be evaluated based on the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based on the contractor's ability to manage to the negotiated costs.

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C16S COST AND PERFORMANCE REPORTING (NOV 2011)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access:

a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft_nuwc_npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

b) WAWF: See Clause HQ G-2-0007.

(2) Format.

a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

b) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to

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previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.

b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C24S SECURITY REQUIREMENTS (OCT 2004)

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLCL.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

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(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON -DOD INFORMATION SYSTEMS (JUL 2010)

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non -DoD Information Systems, which is available at the following web address:

<http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

b. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

c. Contractor personnel that have not been briefed on Attachment 2 to Directive -Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non -DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

d. *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA AUG 1994) (APR 2010)

If, during the performance of this task order, the contractor believes that the task order contains outdated or different versions of any specifications or standards, the contractor may request that it be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

C55S Software Development Requirements (NAVSEA) (DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

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- (1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;
 - (2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;
 - (3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;
 - (4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;
 - (5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;
 - (6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;
 - (7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;
 - (8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;
 - (9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.
- (b) The SDP shall be delivered to the Government for concurrence under CDRL A008 and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

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SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

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ORDER NUMBER: N423

REQUISITION NUMBER: N66604-7030-0480

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Item(s) ODC CLINs 6101 and 6102 - Inspection and acceptance shall be made at destination by a representative of the Government.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000 CLINs - Inspection and acceptance shall be made by the Contracting Officer 's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (JUN 2010)

Services to be furnished hereunder shall be performed and completed as follows:

	Line Items	Performance Period
Base	1100; 3100	9/29/07- 9/28/08
Option 1	1101; 3101	9/29/08- 9/28/09
Option 2	4100; 6100	9/29/09- 9/28/10
Option 3	4101; 6101	9/29/10- 9/19/11
Option 4	4102; 6102	9/29/11- 9/28/12

* If option is exercised. NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed five (5) yrs from the effective date of the task order.

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Contractor's facility or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company 's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N66604</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N/A</u>
Service Approver DODAAC	<u>N66604</u>
Ship To DODAAC	<u>N66604</u>
DCAA Auditor DODAAC	<u>HAA47B</u>
Inspection Location	<u>N/A</u>
Acceptance Location	<u>N/A</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other

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additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
vivian.hilton@navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1 -866 number or the NUWC DIVNPT WAWF point of contact, Jerry Palmer at 401 -832-4964 or gerard.palmer@navy.mil. For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for "Pay Status (myinvoice – External Link)". Call or e-mail Barbara Sangeado at 401 -832-4952 or barbara.sangeado@navy.mil only if you cannot get the answer through the WAWF Website.

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2011)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

Name: Stephen A. Lamb

Telephone: Commercial 401-832-8526; DSN 432-8526

Fax Commercial: 401-832-4820; DSN: 432-4820

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Email: stephen.a.lamb1@navy.mil

(d) The Task Order Negotiator is:

Name: Stephen A. Lamb

Telephone: Commercial 401-832-8526; DSN 432-8526

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: stephen.a.lamb1@navy.mil

(e) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI, is:

Name: David J. Rego

Telephone Commercial: 401-832-1766; DSN: 432-1766

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: david.rego@navy.mil

(f) The Contracting Officer's Representative (COR) this task order is:

Name: Vivian Hilton

Code: 4114

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building:1371 Room: 118, Newport, RI 02841

Telephone: Commercial 401-832-9042; DSN 432-9042

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

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G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Kevin Sullivan

Title: Program Manager

Mailing Address: SAIC, Aquidneck Corporate Park, 28 Jacome Way, Middletown, RI 02842

E-mail Address: Kevin.sullivan@saic.com

Telephone: 401-849-8900

FAX: 401-341-2767

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Accounting Data
SLINID   PR Number                Amount
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110001   N66604-7240-1269          [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 41130E837207
Standard Number: 0112920

310001   N66604-7240-1274          [REDACTED]
LLA :
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 41130J837017
Standard Number: 0112920

```

BASE Funding 5 [REDACTED]

MOD 01

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110002   N66604-7340-2903          [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0121068

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MOD 01 Funding [REDACTED]

MOD 02

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310002   N66604-8010-6487          [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0123791

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MOD 02 Funding 2 [REDACTED]

MOD 03

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110003   N66604-8102-0631          [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0132088

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310003   N66604-8102-0648          [REDACTED]

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LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0132088

MOD 03 Funding [REDACTED]
[REDACTED]

MOD 04

110004 N66604-8144-8256 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0136643

310004 N66604-8144-8263 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0136643

MOD 04 Funding [REDACTED]
[REDACTED]

MOD 05

110005 N66604-8224-3747 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0153243

MOD 05 Funding [REDACTED]
[REDACTED]

MOD 06

110006 N66604-8262-3121 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41130L838038
Standard Number: 0163534

110101 N66604-8255-1078 [REDACTED]
LLA :
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 41130Z838038
Standard Number: 0161376

110102 N66604-8255-1098 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 41130N838028
Standard Number: 0161376

310101 N66604-8255-1076 [REDACTED]
LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 41130N838028
Standard Number: 0161376

MOD 06 Funding [REDACTED]
[REDACTED]

MOD 07

110103 N66604-9208-8999 [REDACTED]
LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 41130P839059
Standard Number: 0225540

MOD 07 Funding [REDACTED]
[REDACTED]

MOD 08

410001 N66604-9254-7049 [REDACTED]
LLA :

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A7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q839059
Standard Number: 0234963

410002 N66604-9254-7050 [REDACTED]
LLA :
A8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q839019
Standard Number: 0234963

410003 N66604-9254-7051 [REDACTED]
LLA :
A9 97X4930.NH6A 000 77777 0 066604 2F 000000 41140W839099
Standard Number: 0234963

610001 N66604-9254-7052 [REDACTED]
LLA :
A7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q839059
Standard Number: 0234963

MOD 08 Funding [REDACTED]
[REDACTED]

MOD 09
410004 N66604-9265-8827 [REDACTED]
LLA :
A7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q839059
Standard Number: 0234963

MOD 09 Funding [REDACTED]
[REDACTED]

MOD 10
410005 N66604-0141-1675 [REDACTED]
LLA :
B1 97X4930.NH6A 000 77777 0 066604 2F 000000 41130D830050
Standard Number: 0275682

410006 N66604-0145-1906 [REDACTED]
LLA :
B2 97X4930.NH6A 000 77777 0 066604 2F 000000
Standard Number: 0275682

MOD 10 Funding [REDACTED]
[REDACTED]

MOD 11
410101 N66604-0243-8409 [REDACTED]
LLA :
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140R830030
Standard Number: 0297952

410102 N66604-0243-8411 [REDACTED]
LLA :
B4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140L830000
Standard Number: 0297952

610101 N66604-0243-8413 [REDACTED]
LLA :
B3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140R830030
Standard Number: 0297952

MOD 11 Funding [REDACTED]
[REDACTED]

MOD 12 Funding 0.00
Cumulative Funding [REDACTED]

MOD 13
410103 N66604-1117-7370 [REDACTED]

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LLA :
B5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140V8310
Standard Number: 0345739

MOD 13 Funding [REDACTED]
[REDACTED]

MOD 14

410104 N66604-1214-4748 [REDACTED]
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41130C831021
Standard Number: 0366901

MOD 14 Funding [REDACTED]
[REDACTED]

MOD 15 Funding 0.00
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore increased from [REDACTED]. The clause entitled "Limitation of Funds (FAR 52.232-22)" applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: September 19, 2011

H40S KEY PERSONNEL (FEB 2007)

The following are specified as key people for this task order:

A. T. Oresanya (Computer Programmer IV)
Charles Birdy (Computer Programmer IV)

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David A. Burdick (Computer Programmer II)
Victoria Lynn Dube (Computer Programmer I)
Michael Todd (Computer Programmer III)
Kevin Sullivan (Manager, Program/Project III)

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: NUWCDIV Newport, Newport RI

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: 05-2467 Revision: 09 Area: Rhode Island (Newport County)

The above Wage Determinations (WD) can be accessed from the following website:

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<http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? YES.
2. Are any of the employees performing work subject to a CBA? NO.
3. Are the contract services to be performed listed below as Non-Standard Services? NO.
4. Were these services previously performed under an SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. NO.

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)

52.222-41 Service Contract Act of 1965 (NOV 2007)

52.222-99 Notification Of Employee Rights Under The National Labor Relations Act (DEVIATION 2010-O0013) (JUN 2010)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

252.239-7000 Protection Against Compromising Emanations (JUN 2004)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

I22-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

(FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class Monetary Wage - Fringe Benefits

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WAGE/SCADIRV5/SCADIRECTVERS5.PDF](http://www.dol.gov/esa/regs/compliance/whd/wage/scadirv5/scadirectvers5.pdf)

GOVERNMENT EQUIVALENT GS LEVELS:

[HTTP://WWW.DOL.GOV/ESA/REGS/COMPLIANCE/WHD/WEB/INDEX.HTM](http://www.dol.gov/esa/regs/compliance/whd/web/index.htm)

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and

OFFICE OF PERSONNEL MANAGEMENT:

[HTTP://WWW.OPM.GOV/OCA/06TABLES/](http://www.opm.gov/OCA/06TABLES/)

52.222-54 Employment Eligibility Verification (Jan 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)

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(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional

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employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for*—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than [REDACTED] and

(3) Includes work performed in the United States.

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SECTION J LIST OF ATTACHMENTS

Listing of Government Property Made Available

DD254- Contract Security Classification Specification (updated with awardee information)

Task Order Administrative Plan

revised DD1423- Contract Data Requirements List (revised to include Item No. A008)